



**MISSOURI DEPARTMENT OF TRANSPORTATION  
INFORMAL QUOTE GUIDELINES AND DOCUMENTATION  
FOR PURCHASES \$3,000 TO \$24,999.99  
THIS IS NOT AN ORDER**

**REQUEST FOR INFORMAL QUOTATION**

Please quote the lowest prices covering material specified and provide all information requested.

|  |  |   |                     |   |  |
|--|--|---|---------------------|---|--|
| TODAY'S DATE:<br>JANUARY 31, 2012<br><b>YOU MAY FAX OR EMAIL YOUR QUOTE RESPONSE</b> |  | QUOTE DUE BY:<br>FEBRUARY 10, 2012; 1:00 P.M. |                     | F.O.B. REQUIREMENTS:<br>DESTINATION JOPLIN MO |  |
| TIME REQUIRED FOR DELIVERY:  | CONTRACT PERIOD<br>02/01/2012 –APRIL 30,2012                                     | QUOTATION No:                                 | SW-12-025CS         | BUYER NAME /TELEPHONE NUMBER:                 | CHRIS STEPHENS<br>417-621-6355<br>417-629-3226 FAX<br>EMAIL:<br><a href="mailto:CHRISTINA.STEPHENS@MODOT.MO.GOV">CHRISTINA.STEPHENS@MODOT.MO.GOV</a> |
| TO BE DELIVERED NO LATER THAN  | 4/1/2012   |   |                     |   |  |
| District Mailing Address/Facsimile #:  | Missouri Department of Transportation<br>2915 Doughboy Drive<br>Joplin, MO 64804 |   | Delivery Locations: | MoDOT<br>Various Counties<br>See Page 3       |  |

**DESCRIPTION**

The Missouri Department of Transportation is seeking quotes for **Motor Graders and Loaders with Operators** for emergency snow removal services in the SW District Counties. MODOT may need the services of various Motor Graders with Operators throughout the counties on page 2 to assist with snow removal in the event of heavy blizzard conditions. Multiple contractors will be used, according to the counties they wish to provide assistance to on an on-call, as needed, bases for snow removal operations. The contractor will be required to provide their own Fuel, chains and blades as needed. In return MoDOT will pay the contract on an "hourly" or a "daily rate" according to the severity of the storm. Please provide description of your equipment, quantity of equipment/w operators you can provide, counties in which you would provide services, hourly rate, daily rate and response time. The hourly and/or daily rate shall include your mobilization cost to get to the work area.

**Special Terms and Conditions**

**Award & Payment**

Award of this solicitation will be made on an "item by item" basis using the "lowest and best" principle of award based on availability and the situation at the time services may be needed. There is no guarantee any work will be awarded under this RFQ. Since mobilization costs are to be included in the hourly and/or daily rate quoted, payment for the services will be computed based upon the time of arrival at the designated work location and upon the time of departure from the site at the completion of all requested work.

**Insurance**

The contractor shall maintain or cause to be maintained at Contractor's own expense commercial general liability, automobile liability, worker's compensation insurance against negligent acts, errors or omissions of the Contractor, or it subcontractors and anyone directly or indirectly employed by any of them. Any insurance policy required as specified in this section shall be written by a company that is licensed and authorized to issue such insurance in the state of Missouri and shall provide insurance coverage for not less than the following limits of liability.

- 1) General Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence:
- 2) Automobile Liability: Not less than \$500, 000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence
- 3) Missouri State Workmen's Compensation Policy or equivalent in accordance with state law.

**With your response to the RFQ the Contractor will need to provide a copy of his/her Current Certificate of Insurance. When and if called to perform work for MoDOT, the Contractor will then be required to send a Certificate of Insurance in the amounts listed above prior to performing the services. MoDOT reserves the right at**

|   |  |
|---|--|
| <p>its sole discretion, to determine the date by which this documentation must be provided. The contractor's inability to provide this documentation may result in his/her quote being rejected.</p> <p>MODOT shall be listed as a "Certificate Holder" on the Certificate of Insurance with the following mailing address<br/> Missouri Department of Transportation<br/> Southwest District Procurement<br/> 3025 East Kearney St.<br/> Springfield, MO 65801</p> |  |
|---|--|

**It is not necessary for bidders to return the following forms until requested. By responding to this RFQ with quoted pricing, the vendor certifies their company is in compliance with these requirements and will provide requested documentation upon request, to include a copy of a completed E-Verify Memorandum of Understanding (from the line below) along with a completed signature and Identity of Bidder form and the appropriate affidavit form from the following pages.**

**Prohibition of Employment of Unauthorized Aliens:**

- a. Non-Employment of Unauthorized Aliens: Pursuant to Section 285.530, RSMo., no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of any contract or grant in excess of five thousand dollars by the State or by any political subdivision of the State to a business entity, or for the state, the business entity.
  - 1.) By sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. E-Verify is an example of a federal work authorization program. The business entity must affirm its enrollment and participation in the E-Verify federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by providing acceptable enrollment and participation documentation consisting of completed copy of the E-Verify Memorandum of Understanding (MOU). For business entities that not already enrolled and participating in a federal work authorization program, E-Verify is available at:  
[http://www.dhs.gov/files/program/gc\\_1185221678150.shtm](http://www.dhs.gov/files/program/gc_1185221678150.shtm)
  - 2.) By sworn affidavit, affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.
- b. Proof of Lawful Presence for Sole Proprietorships and Partnerships: If the business entity is a sole proprietorship or partnership, pursuant to Section 208.009, RSMo., each sole proprietor and each general partner shall provide affirmative proof of lawful presence in the United States. Such sole proprietor or partnership eligible for temporary public benefits upon submission by each sole proprietor and general partner of a sworn affidavit of his/her lawful presence in the United States until such lawful presence is affirmatively determined, or as otherwise provided by Section 208.009, RSMo.

**ADDITIONAL INFORMATION FOR VENDORS:**

To begin participation in the federal program takes some time on the internet (at the link above). Once the registration, tutorial and test on this site is passed, an electronically signed Memorandum of Understanding verifying program participation will be given. **Documentation of E-Verify participation will be requested by MoDOT, when applicable. Therefore, it is important that the vendor prints the Memorandum of Understanding (MOU) and keeps a copy for their use in this quote, as well as future RFB submissions.**

A vendor may submit **EITHER** a page from the E-Verify MOU listing the vendor's name and the MOU signature page completed and signed, at a minimum, by the vendor and Department of Homeland Security-Verification Division (electronic signature is acceptable) OR the E-Verify Employment Eligibility Verification (EEV) page. If the signature page of the MOU lists the vendor name and company ID, then no additional pages of the MOU are required. A vendor can obtain a copy of the EEV page by accessing the vendor's "Maintain Company" page in E-Verify and printing the screen.

**VENDOR NOTES**

VENDORS MAY ATTACH OTHER PERTINENT/SUPPORTING DATA WITH THEIR RESPONSE TO THIS SOLICITATION

**All responses to this solicitation should be submitted on this form and returned to the buyer listed above at the district address shown. Responses may be faxed, mailed, or hand-delivered.**

| <b>VENDOR NAME</b>  |                            |            |                     |                    |                   |  |
|---|----------------------------|------------|---------------------|--------------------|-------------------|--|
| <b>TYPE OF EQUIPMENT</b><br>(i.e. Make, Model, Size of equipment) |                            |            |                     |                    |                   |  |
| <b>MODOT COUNTIES AND LOCATIONS-SW DISTRICT</b>                   |                            |            |                     |                    |                   |  |
| <b>County</b>   | <b>MoDOT Barn Location</b> | <b>ZIP</b> | <b>Phone Number</b> | <b>Hourly Rate</b> | <b>Daily Rate</b> | <b>Response Time</b><br>(how long will it take you to get to the maintenance building after being called?) |
| McDonald  | Anderson                   | 64720      | 816-297-2161        |                    |                   |  |
| Polk  | Bolivar                    | 65613      | 417-326-5632        |                    |                   |  |
| Taney   | Taneyville                 | 65759      | 417-796-2468        |                    |                   |  |
| Taney   | Branson                    | 65616      | 417-334-3358        |                    |                   |  |
| Dallas  | Buffalo                    | 65622      | 417-345-2513        |                    |                   |  |
| Bates   | Butler                     | 64730      | 660-679-6331        |                    |                   |  |
| Jasper  | Carthage                   | 64836      | 417-359-1507        |                    |                   |  |
| Barry   | Cassville                  | 65625      | 417-847-2612        |                    |                   |  |
| Henry   | Clinton                    | 64735      | 660-885-4022        |                    |                   |  |
| Benton  | Cole Camp                  | 65325      | 660-668-3114        |                    |                   |  |
| Cedar   | ElDorado Springs           | 64744      | 417-876-4232        |                    |                   |  |
| Stone   | Galena                     | 65656      | 417-357-6973        |                    |                   |  |
| Dade  | Greenfield                 | 65661      | 417-637-5351        |                    |                   |  |
| Jasper  | Joplin                     | 64804      | 417-629-3169        |                    |                   |  |
| Barton  | Lamar                      | 64759      | 417-682-2965        |                    |                   |  |
| Stone   | Lampe                      | 65681      | 417-779-4517        |                    |                   |  |
| Webster   | Marshfield                 | 65706      | 417-859-2219        |                    |                   |  |
| Barry   | Monett                     | 65708      | 417-476-2595        |                    |                   |  |
| Lawrence  | Mt. Vernon                 | 65712      | 417-466-2401        |                    |                   |  |
| Newton  | Neosho                     | 64850      | 417-451-7007        |                    |                   |  |
| Vernon  | Nevada                     | 64772      | 417-448-1393        |                    |                   |  |
| St. Clair   | Osceola                    | 64776      | 417-646-8130        |                    |                   |  |
| Christian   | Ozark                      | 65721      | 417-581-6827        |                    |                   |  |
| Hickory   | Preston                    | 65732      | 417-722-4494        |                    |                   |  |
| Greene  | Springfield                | 65802      | 417-732-2389        |                    |                   |  |
| Webster   | Seymour                    | 65746      | 417-935-4405        |                    |                   |  |
| Greene  | Springfield                | 65803      | 417-895-6724        |                    |                   |  |
| Cedar   | Stockton                   | 65785      | 417-276-3417        |                    |                   |  |
| Benton  | Warsaw                     | 65355      | 660-438-6222        |                    |                   |  |

# VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

## Vendor Information

All bidders must furnish **ALL** applicable information requested below

|   |  |
|---|--|
| <b>Vendor Name/Mailing Address:</b><br><br>Email Address: | <b>Vendor Contact Information (including area codes):</b><br>Phone #:<br>Cellular #:<br>Fax #: |
| <b>Printed Name of Responsible Officer or Employee:</b>   | <b>Signature:</b>  |
| <b>For Corporations</b> - State in which incorporated:    | <b>For Others</b> - State of domicile:   |

If the address listed in the Vendor Name/Mailing Address block above is not located in the State of Missouri, list the address of Missouri offices or places of business:

*If additional space is required, please attach an additional sheet and identify it as **Addresses of Missouri Offices or Places of Business.***

**M/WBE INFORMATION:** List all certified Minority or Women Business Enterprises (**M/WBE**) utilized in the fulfillment of this bid. Include percentages for subcontractors and identify the M/WBE certifying agency:

| <u>M/WBE Name</u> | <u>Percentage of Contract</u> | <u>M/WBE Certifying Agency</u> |
|-------------------|-------------------------------|--------------------------------|
|                   |                               |                                |
|                   |                               |                                |

*If additional space is required, please attach an additional sheet and identify it as **M/WBE Information***

## Preference Certification

All bidders must furnish **ALL** applicable information requested below

|  |   |
|--|---|
| <b>GOODS/PRODUCTS MANUFACTURED OR PRODUCED IN USA:</b> If any or all of the goods or products offered in the attached bid which the bidder proposes to supply to the MHTC are <b><u>not</u></b> manufactured or produced in the "United States", or imported in accordance with a qualifying treaty, law, agreement, or regulation, list below, by item or item number, the country other than the United States where each good or product is manufactured or produced. |   |
| Item (or item number)  | Location Where Item is Manufactured or Produced |
|  |   |
|  |   |

*If additional space is required, please attach an additional sheet and identify it as **Location Products are Manufactured or Produced.***

**MISSOURI SERVICE-DISABLED VETERAN BUSINESS:** Please complete the following if applicable. Additional information may be requested if preference is applicable. See below definitions for qualification criteria:

**Service-Disabled Veteran** is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.

**Service-Disabled Veteran Business** is defined as a business concern:

- a. Not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and
- b. The management and daily business operations of which are controlled by one or more service-disabled veterans.

| <u>Veteran Information</u>                     | <u>Business Information</u>                           |
|--|---|
| Service-Disabled Veteran's Name (Please Print) | Service-Disabled Veteran Business Name                |
| Service-Disabled Veteran's Signature           | Missouri Address of Service Disabled Veteran Business |

## SIGNATURE AND IDENTITY OF BIDDER

The undersigned states that the correct LEGAL NAME and ADDRESS of (1) the individual Bidder, (2) each partner or joint venture (whether individuals or corporations, and whether doing business under a fictitious name), or (3) the corporation (with the state in which it is incorporated) are shown below; that (if not signing with the intention of binding himself to become the responsible and sole contractor) he is the agent of, and duly authorized in writing to sign for the Bidder or Bidders; and that he is signing and executing this (as indicated in the proper spaces below) as the proposal of a

( ) sole individual                                      ( ) partnership                                      ( ) joint venture

( ) corporation, incorporated under laws of state of \_\_\_\_\_

Dated \_\_\_\_\_.

Name of individual, all partners,  
or joint ventures:

Address of each:

|       |       |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

doing business under the name of:

Address of principal place of business in Missouri

\_\_\_\_\_  
(If using a fictitious name, show  
this name above in addition  
to legal names)

\_\_\_\_\_  
(If a corporation, show its name above)

ATTEST:                      (SEAL)

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Title

(NOTE: If the Bidder is doing business under a FICTITIOUS NAME, the Proposal shall be executed in the legal name of the individual, partners, joint ventures, or corporation, with the legal address shown, and REGISTRATION OF FICTITIOUS NAME filed with the Secretary of

State, as required by Sections 417.200 to 417.230, RS Mo. If the Bidder is a CORPORATION NOT ORGANIZED UNDER THE LAWS OF MISSOURI, it shall procure a CERTIFICATE OF AUTHORITY TO DO BUSINESS IN MISSOURI, as required by Section 351.570 and following, RS Mo. A CERTIFIED COPY of such Registration of Fictitious Name or Certificate of Authority to do Business in Missouri shall be filed with the Missouri Highways and Transportation Commission, as required by the Standard specifications, Sec 102.6.6 and 102.6.7.

**IF YOUR BUSINESS IS A SOLE-PROPRIETORSHIP OR PARTNERSHIP, THIS AFFIDAVIT FORM SHOULD BE COMPLETED AND RETURNED WITH YOUR RESPONSE TO THIS SOLICITATION**

**APPLICANT AFFIDAVIT FOR SOLE-PROPRIETORSHIP OR PARTNERSHIP**

(a separate affidavit is required for each owner and general partner)

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instruments, who being by me duly sworn, deposed as follows:

My name is \_\_\_\_\_, and I am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 208.009, RSMo, for failure to provide affirmative proof of lawful presence in the United States of America:

I am the \_\_\_\_\_ of \_\_\_\_\_, which is applying for a public benefit (grant, contract, and/or loan) administered/provided by the Missouri Highways and Transportation Commission (MHTC), acting by and through the Missouri Department of Transportation (MoDOT).

I am classified by the United States of America as: (check the applicable box)

☐ a United States citizen. ☐ an alien lawfully admitted for permanent residence.

I am aware that Missouri law provides that any person who obtains any public benefit by means of a willfully false statement or representation, or by willful concealment or failure to report any fact or event required to be reported, or by other fraudulent device, shall be guilty of the crime of stealing pursuant to Section 570.030, RSMo, which is a Class C felony for stolen public benefits valued between \$500 and \$25,000 (punishable by a term of imprisonment not to exceed 7 years and/or a fine not more than \$5,000 – Sections 558.011 and 560.011, RSMo), and is a Class B felony for stolen public benefits valued at \$25,000 or more (punishable by a term of imprisonment not less than 5 years and not to exceed 15 years – Section 558.011, RSMo).

I recognize that, upon proper submission of this sworn affidavit, I will only be eligible for temporary public benefits until such time as my lawful presence in the United States is determined, or as otherwise provided by Section 208.009, RSMo.

I understand that Missouri law requires MHTC/MoDOT to provide assistance in obtaining appropriate documentation to prove citizenship or lawful presence in the United States, and I agree to submit any requests for such assistance to MHTC/MoDOT in writing.

I acknowledge that I am signing this affidavit as a free act and deed and not under duress.

\_\_\_\_\_  
Affiant Signature

\_\_\_\_\_  
Affiant's Social Security Number or  
Applicable Federal Identification Number

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires:

**IF YOUR BUSINESS IS A NOT SOLE-PROPRIETORSHIP OR PARTNERSHIP, THIS AFFIDAVIT FORM  
SHOULD BE COMPLETED AND RETURNED WITH YOUR RESPONSE TO THIS SOLICIATION**

**WORKER ELIGIBILITY VERIFICATION AFFIDAVIT FOR ALL  
MHTC/MODOT CONTRACT AGREEMENTS IN EXCESS OF \$5,000**

(for joint ventures, a separate affidavit is required for each business entity)

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed to this affidavit, who being by me duly sworn, deposed as follows:

My name is \_\_\_\_\_, and I am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the state to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities:

I am the \_\_\_\_\_ of \_\_\_\_\_, and I am duly authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.  
title business name

I hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, and the aforementioned business entity shall participate in said program with respect to all employees working in connection to work under the within state contract agreement with the Missouri Highways and Transportation Commission (MHTC). I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.

In addition, I hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection to work under the within state contract agreement with MHTC, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).

I am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.

I acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

\_\_\_\_\_  
Affiant Signature

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires:

*[documentation of enrollment/participation in a federal work authorization program attached]*

## STANDARD SOLICITATION PROVISIONS

a. The solicitation for the procurement of the supplies referenced therein, to which these "Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions" are attached, is being issued under, and governed by, the provisions of Title 7 – Missouri Department of Transportation, Division 10 – Missouri Highways and Transportation Commission, Chapter 11 – Procurement of Supplies, of the Code of State Regulations. The Missouri Highways and Transportation Commission (**MHTC**), acting by and through its operating arm, the Missouri Department of Transportation (**MoDOT**), draws the Bidder's attention to said 7 CSR 10-11 for all the provisions governing solicitation and receipt of bids/quotes and the award of the contract pursuant to this solicitation.

b. All bids/quotes must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

### GENERAL TERMS AND CONDITIONS

#### **Definitions**

Capitalized terms as well as other terms used but not defined herein shall have the meaning assigned to them in section 7 CSR 10-11.010 Definition of Terms.

#### **Nondiscrimination**

a. The Contractor shall comply with all state and federal statutes applicable to the Contractor relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*).

b. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MHTC shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
- ii. cancellation, termination or suspension of the contract, in whole or in part.

#### **Contract/Purchase Order**

a. By submitting a bid/quote, the Bidder agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.

b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's bid response, and (3) the MHTC's acceptance of the bid by post-award contract or purchase order.

c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized notice to proceed and/or purchase order.

#### **Applicable Laws and Regulations**

a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.

b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri, Missouri Department of Revenue, and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MHTC a copy of their current Authority Certificate from the Secretary of State of the State of Missouri and/or a copy of their Certificate of No Tax Due from the Missouri Department of Revenue.

c. Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors providing services within the state of Missouri must submit to MHTC a copy of their current Transient Employer Certificate from the Missouri Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.

#### **Executive Order**

The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6<sup>th</sup>) day of March, 2007. This Executive Order, which promulgates the Stat of Missouri's position to not tolerate persons who contract with the state

engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, in incorporated herein by reference and made a part of this agreement. The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt,

1) "By signing this Agreement, the Contractor hereby certifies that any employee of the Contractor assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law."

2) In the event the Contractor fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.

3) The Contractor shall include the provisions of this paragraph in every subcontract. The Contractor shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

#### **Preferences**

a. In the evaluation of bids/quotes, preferences shall be applied in accordance with 7 CSR 10-11.020(7). Contractors should apply the same preferences in selecting subcontractors. The attached document entitled "**VENDOR INFORMATION AND PREFERENCE CERTIFICATION FORM**" must be completed and returned with the solicitation documents.

b. Bidders are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs. Bidders are encouraged to obtain 10% MBE and 5% WBE participation.

#### **Cancellation of Contract**

The MHTC may cancel the Contract at any time for a material breach of contractual obligations or for convenience by providing Contractor with written notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.



### **Bankruptcy or Insolvency**

Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Contractor responsible for damages.

### **Warranty**

The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the MHTC, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.

### **Status of Independent Contractor**

The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

### **Non-Waiver**

If one of the parties agrees to waive its right to enforce any term of this Contract, that party does not waive its right to enforce such term at any other time or to enforce any or all other terms of this Contract.

### **Indemnification**

The Contractor shall defend, indemnify and hold harmless MHTC, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Contractor's performance of its obligations under the contract awarded pursuant to this solicitation

### **SPECIAL TERMS AND CONDITIONS**

#### **Tax Exempt Status:**

MHTC is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Project Tax Exemption Certificate will be furnished to the successful Bidder upon request if applicable.

### **Insurance**

The Contractor shall maintain or cause to be maintained at Contractor's own expense commercial general liability, automobile liability, worker's compensation insurance against negligent acts, errors or omissions of the Contractor, or its subcontractors and anyone directly or indirectly employed by any of them. Any insurance policy required as specified in this Section shall be written by a company that is licensed and authorized to issue such insurance in the state of Missouri and shall provide insurance coverage for not less than the following limits of liability:

- 1) General Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;
- 2) Automobile Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;
- 3) Missouri State Workmen's Compensation policy or equivalent in accordance with state law.

Upon request from the Commission, the Contractor shall provide the Commission with certificates of insurance evidencing the required coverage and that such insurance is in effect.

### **Permits, Licenses and Safety Issues**

A. The contract price shall include any necessary permits and licenses required by law incidental to the work. Local ordinances requiring building permits are not applicable to state agencies.

### **Delivery – Additional Requirements**

a. The following days shall be construed as **official holidays** under the terms of the contract:

|                             |                                    |
|-----------------------------|------------------------------------|
| January 1                   | New Year's Day                     |
| Third Monday in January     | Martin Luther King, Jr.'s Birthday |
| February 12                 | Lincoln's Birthday                 |
| Third Monday in February    | Washington's Birthday              |
| May 8                       | Truman's Birthday                  |
| Last Monday in May          | Memorial Day                       |
| July 4                      | Independence Day                   |
| First Monday in September   | Labor Day                          |
| Second Monday in October    | Columbus Day                       |
| November 11                 | Veteran's Day                      |
| Fourth Thursday in November | Thanksgiving Day                   |
| December 25                 | Christmas Day                      |

### **Preferences**

a. By virtue of statutory authority, RSMo. 34.076 and 34.350 to 34.359, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.

1) If attached, the document entitled **"PREFERENCE IN PURCHASING PRODUCTS"** should be completed and returned with the solicitation documents.

### **Award**

a. This contract will be award on a "item by item" basis, awarding the lowest cost bidder the contract within in a general area.

**IF NOT SUBMITTING A QUOTE, PLEASE COMPLETE AND RETURN THE FOLLOWING  
“NO QUOTE FORM” TO ASSIST THE PROCUREMENT STAFF IN OUR PROCESS  
EVALUATIONS.  
THANK YOU**

**B. NO QUOTE**

**Date:** \_\_\_\_\_

TO: Missouri Department of Transportation – District 7  
General Services (Procurement) Division  
3901 E. 32<sup>nd</sup> Street  
Joplin, MO 64804  
(417) 629-3226-Fax

FROM: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Our Company is submitting “No Quote” on RFQ# \_\_\_\_\_ for the reason(s) indicated

- ☐ Product or service is not available or cannot meet the required specifications
- ☐ Other obligations - cannot make required deadline
- ☐ The delivery point or work location is outside of our territory or coverage/service area
- ☐ Other – Please explain below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Company Contact Person: \_\_\_\_\_ Phone # \_\_\_\_\_

- ☐ Please keep our name on the bidder’s list for future opportunities on this product or service.
- ☐ Please remove our name for your bidder’s list for this product service